

ATTACHMENT 1

1. General.

This UNE Attachment (Attachment), together with Articles I, II, and III, sets forth the terms and conditions under which VERIZON will provide certain UNEs to MTCO pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the VERIZON Guide found on VERIZON's wise website (<http://www.gte.com/wise>). VERIZON will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in VERIZON's network and on a first come, first serve basis. VERIZON will not construct new facilities to offer any UNE. MTCO shall not order services from VERIZON's resale, retail, or special access tariffs to circumvent or bypass, directly or indirectly, this no construction restriction. For example, except as otherwise expressly permitted pursuant to Applicable Law, MTCO shall not convert services ordered out of such tariffs to UNEs.

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of FCC Rule 51.319, the FCC UNE Remand Order (CC Docket No. 96-98, FCC 99-238 the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (released March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See GTE Service Corporation, et. al v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second, and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Attachment from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; (f) and (f) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. MTCO further reserves the right to seek to have this Article be construed and interpreted to enable MTCO to offer the broadest possible array of advanced services to consumers in the State. The Parties' consent herein shall not be considered a waiver of any rights granted or clarified by the FCC or the Commission. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry fora, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

The Parties understand that both industry and VERIZON standards and processes applicable to UNEs, including, without limitation, loop qualification, ordering, provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes, and to document the same for purposes of this Agreement, as necessary and appropriate.

The UNEs hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of Individual UNE Offerings.

VERIZON will provide MTCO with the following UNEs pursuant to this Attachment:

2.1 Local Loops.

The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF), or its equivalent, in a VERIZON Central Office Switch or Wire Center up to and including the loop "demarcation point", including inside wire owned by VERIZON. The loop demarcation point is that point on the loop facility where VERIZON's ownership and control end and the subscriber's ownership and control begin. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs")) and line conditioning. The types of unbundled loops made available to MTCO under this Attachment are:

2.1.1 "Dark Fiber Loops" consist of any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the VERIZON Central Office Switch, and the fiber splice tray or fiber patch panel located within a Customer premise that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying communications services. In addition to the other terms and conditions of this Attachment, the following terms and conditions also shall apply to Dark Fiber Loops:

2.1.1.1 VERIZON shall be required to provide Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at MTCO's collocation point of interface/demarcation/connection, and (2) the other end terminates at the Customer premise.

2.1.1.2 At the Central Office Switch, unused fibers located at a fiber splice point in a cable vault or a controlled environment vault, manhole or other location outside the Central Office Switch or VERIZON premises, and not terminated to a fiber splice tray within the Central Office Switch or VERIZON Premises, are not available to MTCO.

2.1.1.3 At the Customer premise, unused fibers are not available to MTCO pursuant to this Attachment unless such fibers terminate on a fiber patch panel, or are available in a fiber splice tray, within the Customer premise. Unused fibers located in fiber splice point located outside the Customer premise are not available to MTCO.

2.1.1.4 Dark Fiber will be offered to MTCO on the condition that it is found in VERIZON's network at the time that MTCO submits its request (i.e., "as is"). VERIZON shall not be required to convert lit fiber to Dark Fiber for MTCO's use.

- 2.1.1.5 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to MTCO as dark fiber.
- 2.1.1.6 MTCO shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.
- 2.1.1.7 MTCO may not resell Dark Fiber purchased pursuant to this Attachment to third parties.
- 2.1.1.8 VERIZON shall provide Dark Fiber only where spare facilities exist, and VERIZON shall not be obligated to construct new or additional facilities or create splice points to provide MTCO with access to Dark Fiber. VERIZON shall not reserve Dark Fiber for MTCO. VERIZON reserves, and VERIZON's execution and delivery of this Attachment shall not waive, VERIZON's right to claim before the Illinois Commerce Commission that VERIZON shall not have to fulfill a MTCO order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other CLECs, or impair a VERIZON obligation to serve as a carrier of last resort.

2.2 Subloops

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at the terminals (access terminals) in VERIZON's outside plant, including inside wire. An access terminal is any point on the loop: where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within;. To the extent they qualify under the preceding sentence, such points may include, but are not limited to, the pole or drop pedestal, network interface device (NID), minimum point of entry, single point of interconnection, the MDF, the remote terminal, and the feeder/distribution interface. In addition, subject to the requirements and limitations of the Collocation Attachment, MTCO has the option of collocating a DSLAM (or its functional equivalent) in VERIZON's remote terminal (RT) at the fiber/copper interface point. When MTCO collocates its DSLAM at VERIZON's RT, VERIZON will provide MTCO with access to subloop UNEs to allow MTCO to access the copper portion of the loop. The Subloop UNEs made available to MTCO under this Attachment are:

- 2.2.1 "Feeder Subloop UNE" is a transmission path extending from the MDF located in VERIZON's Central Office Switch or Wire Center to the feeder distribution interface (FDI), or its functional equivalent, at a VERIZON cross-connect box. Feeder Subloop UNEs may be configured as "2-Wire Feeder" or "4-Wire Feeder", both of which may include load coils, bridge taps, etc. When utilizing ADSL technology, MTCO is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. VERIZON will not provide the electronics required for MTCO to provide xDSL service.

- 2.2.2 "Distribution Subloop UNE" is a transmission path extending from the FDI, or its functional equivalent, at a VERIZON cross-connect box, up to and including the demarcation point at an end user's premise. Unbundled Subloop Distribution Elements may be configured as "2-Wire Distribution" or "4-Wire Distribution", both of which may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). Distribution Elements are not available to MTCO where VERIZON has provisioned its local network utilizing Digital Subscriber Technology (DAMLS). When utilizing ADSL technology, MTCO is responsible for limiting the PDS of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. VERIZON will not provide the electronics required for MTCO to provide xDSL service.
- 2.2.3 "Drop Subloop UNE" is a transmission path extending from a terminal, such as a pole or pedestal, to the end user premise. Drop Subloop UNEs will be offered on a per pair basis.
- 2.2.4 "Dark Fiber Feeder Subloop UNE" is any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the VERIZON Central Office Switch, and the fiber splice tray or fiber patch panel located at the VERIZON remote hut or DLC or controlled environmental hut (CEV) or accessible terminal where MTCO has a point of interconnection. Unused fibers in the feeder portion of the loop that are located in a fiber splice point outside the Central Office Switch or remote hut/DLC/CEV are not available to MTCO pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1.8 shall govern Dark Fiber Feeder Subloop UNEs.
- 2.2.5 "Dark Fiber Distribution Subloop UNE" is any unused fiber strands that exist between the fiber splice tray or patch panel located at the VERIZON remote hut/DLC/CEV, where MTCO has established a point of interconnection, and the fiber splice tray or fiber patch panel located at the Customer premise. Unused fibers in the distribution portion of the loop that are located in a fiber splice point outside the Customer premise or remote hut/DLC/CEV are not available to MTCO pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1.8 shall govern Dark Fiber Distribution Subloop UNEs.

2.3 OSS.

The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to VERIZON), ordering, provisioning, maintenance and repair, and billing functions supported by VERIZON's databases and information. Until such time as a real-time, electronic-like interface is made available to MTCO by VERIZON, VERIZON shall enable MTCO to perform all pre-ordering and ordering functions via a Web Graphical User Interface (GUI), including accessing said loop qualification information. This Web GUI will provide MTCO access to the same information which VERIZON provides to itself in order to allow MTCO to determine if a loop is available and qualifies for service based on the end user's telephone number or street address, including the following:

- 2.3.1 The composition of the available loop material (including, without limitation, fiber optics and copper);
- 2.3.2 The existence, location and type of electronic or other equipment on the loop (including, without limitation, DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);
- 2.3.3 Loop length, including the segment length and location of each type of transmission media;
- 2.3.4 Loop length by wire gauge; and
- 2.3.5 The electrical parameters of the loop.

At such time as OBF has established standards for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions based upon such standards.

2.4 Line Sharing.

2.4.1 General. The Line Sharing UNE is defined as access to the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. The following requirements shall serve as conditions to VERIZON's obligation to provide the Line Sharing UNE:

- 2.4.1.1 Line sharing will be permitted for any Asymmetrical Digital Subscriber Line (ADSL) or voice compatible xDSL (DSL) technologies that do not significantly degrade other advanced services or traditional voice band services, including without limitation ADSL, Rate-Adaptive ADSL and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become available, the Parties will address their possible deployment, consistent with the requirements of FCC Rules 51.230, 51.233 and paragraphs 201-205 of the Line Sharing Order. The DSL technology used by MTCO will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.
- 2.4.1.2 VERIZON provides retail analog circuit switched voice band service (Voice Service) on the loop to the same Customer for which MTCO provides the DSL line sharing service.¹ If VERIZON discontinues the provision of such Voice Service

¹ Assuming that all other applicable requirements are met, the Line Sharing UNE shall be available under the following circumstances: (i) the Customer has Voice Service from VERIZON and wishes to add DSL service from MTCO; (ii) the Customer has Voice Service and DSL service from VERIZON and wishes to convert the DSL service to MTCO; (iii) the Customer wishes to establish both new Voice Service from VERIZON and new DSL service from MTCO, subject to the requirement that Voice Service must be established prior to the implementation of DSL service; and (iv) the Customer has Voice Service from VERIZON and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to MTCO. At this time, line sharing will not be made available where the Customer has had its Voice Service number ported out to another local service provider either through interim number portability or long-term number portability. In addition, line sharing will not be available to more than one competitive local exchange carrier per loop.

for any permissible reason not prohibited by Applicable Law, VERIZON shall provide notice the MTCO that the Voice Service has been discontinued. Within five (5) business days after such notice, MTCO shall notify VERIZON that it desires to: (i) discontinue the Customer's line sharing DSL service; or (ii) continue providing DSL service to the Customer over an unbundled loop without line sharing. If MTCO does not make an affirmative election during said five (5) business days, option (i) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation of such DSL service without line sharing and without interruption.

Provided that these conditions are met, VERIZON shall provide line sharing to MTCO utilizing an all-copper pair between a Customer demarcation location and the main distribution frame in VERIZON's serving Wire Center that is jumpered and cross-connected to a MTCO collocation arrangement located in said serving Wire Center. At the serving Wire Center, VERIZON shall connect the line to a MTCO tie cable via a VERIZON-provided jumper; provided, however, that MTCO must have first obtained said tie cable from VERIZON to connect to MTCO's collocation arrangement. VERIZON shall provide line sharing to MTCO over Digital Loop Carrier (DLC) to the extent required pursuant to Applicable Law and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the Customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).

2.4.2 Splitter Options. To utilize line sharing, MTCO must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (released March 31, 1999) in the Central Office Switch that serves the Customer of the shared line. Specifically, any such splitter shall: (1) comply with ANSI T1E1 standards and VERIZON NEBS safety policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. MTCO may obtain access to said splitter via either of the following options, at its discretion.

2.4.2.1 Option No. 1: Splitter Located in the Collocation Arrangement of MTCO. MTCO may choose to obtain the splitter directly and place the splitter in its collocation arrangement. MTCO shall purchase and own the splitter. Under this option, both the non-MTCO voice traffic and the MTCO-provided DSL service will arrive at the MTCO collocation arrangement via a tie cable obtained from VERIZON. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. MTCO will retain the DSL traffic and will return the voice traffic to VERIZON, over a separate MTCO tie pair assignment. For any such Central Office Switch in which MTCO chooses to install its own splitter, VERIZON agrees to install any additional tie cables required by MTCO,

in accordance with, and subject to, the terms and conditions set forth in the Collocation Attachment and/or applicable VERIZON tariffs.

2.4.2.2 Option No. 2: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by VERIZON via Virtual Collocation. VERIZON shall implement an additional Option under which MTCO may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which MTCO does not have access. In this scenario, MTCO shall obtain the splitter functionality on a "shelf at-a-time" basis. VERIZON shall perform all maintenance and repair work. MTCO shall receive its DSL traffic via tie cables provided by MTCO, running from the main distribution frame to the virtually collocated splitter and from the splitter to MTCO's collocation arrangement. VERIZON reserves the right to implement this Option via the VERIZON federal collocation tariff (FCC Tariff No. 1).

2.4.2.3 Customer Equipment. MTCO must provide the Customer with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the Customer premise to receive separate Voice Services and DSL services across the same loop. MTCO also is responsible for the installation and maintenance of such equipment. MTCO shall determine the necessary Customer premise equipment.

3. Operations Matters.

3.1 Ordering.

3.1.1 General. The ordering procedures for UNEs are described in the VERIZON Guide found on VERIZON's wise website (<http://www.gte.com/wise>). VERIZON will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite Customer information as described in the Guide) must be provided by MTCO before a request can be processed. ASRs and/or LSRs submitted by MTCO will be reviewed by VERIZON for validation and correction of errors. Errors will be referred back to MTCO. MTCO will then correct any errors that VERIZON has identified and resubmit the request to VERIZON electronically through a supplemental ASR/LSR. Pre-ordering does not guarantee the availability of a given UNE. Rather, VERIZON must receive a firm order after the pre-order to ensure MTCO's access to the UNE ordered.

3.1.2 Dark Fiber. MTCO shall order Dark Fiber Loop and Dark Fiber Subloop UNEs by sending to VERIZON an ASR. When ordering dark fiber, MTCO must order in pairs and at a minimum of two dark fiber strands per A to Z route unless MTCO deploys DWDM, then individual fibers may be ordered. Each A to Z route request shall be made by separate ASR. An ASR Service Inquiry must be submitted in advance of a firm order to determine the availability of dark fiber on a specific route.

3.1.3 Line Sharing. MTCO will specify its requirements for line sharing on the collocation application for each VERIZON premise described in the Collocation Attachment. If MTCO's collocation application is accepted, VERIZON will make the office ready for line sharing during the interval applicable to MTCO's request for collocation. VERIZON shall complete the installation and provisioning of any tie cable ordered by MTCO in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable VERIZON tariffs. VERIZON shall also process all MTCO applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable VERIZON tariffs. VERIZON will work cooperatively with MTCO to prioritize the order and timeframe in which VERIZON will complete deployment of equipment necessary to receive orders for line sharing in VERIZON's premises where MTCO is currently collocated or where collocation capable of supporting shared lines is in the process of being provisioned. As soon as a Central Office Switch or VERIZON Premise has the splitter installed, VERIZON will begin accepting orders for lines shared by that office, consistent with the requirements and conditions of Section 4.1.1.

3.2 Provisioning.

VERIZON agrees to provide UNEs in a timely manner, considering the need and volume of requests, pursuant to service provisioning intervals which are at parity with the intervals for VERIZON's Customers of comparable services. VERIZON shall provide power to ordered UNEs on the same basis as VERIZON provides power to itself. UNEs will be provided only when facilities are Currently Available. If facilities are not Currently Available, MTCO will be notified and the order will be rejected. The determination of whether or not facilities are Currently Available will be made on a case-by-case basis. VERIZON will use the following guidelines to determine if facilities are Currently Available to provision a requested UNE:

- 3.2.1 VERIZON will not place new interoffice facilities or outside plant feeder or distribution facilities.
- 3.2.2 VERIZON will not breach existing interoffice facilities, outside plant feeder or distribution facilities or Central Office Switch cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. VERIZON will install new plug-in cards or modules when the housing already exists and is wired into the network.
- 3.2.3 In most circumstances, VERIZON will install drops and NIDs to connect outside plant facilities to a Customer's premises to provide a UNE loop. VERIZON will use the same procedures it uses to determine when a drop would routinely be installed for a VERIZON Customer or to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require VERIZON outside plant construction personnel to install the drop.
- 3.2.4 VERIZON will not install new switches or augment switching capacity.

- 3.2.5 VERIZON will not install new software or activate software requiring a new right to use fee in switching equipment. VERIZON will activate software that is currently loaded in a switch but is not in use.
- 3.2.6 In certain situations, VERIZON utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)² or analog carrier, to provision facilities. VERIZON may not be able to provision a loop UNE in such cases. Where VERIZON can provision a Local Loop UNE using pair gain technology, the capabilities of such Local Loop UNE may be limited. If MTCO orders a loop UNE that would normally be provisioned over facilities using pair gain technology, VERIZON will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, VERIZON will advise MTCO that facilities are not available to provision the requested loop UNE.

3.3 Connections.

- 3.3.1 General. The UNEs specified above may be directly connected to MTCO facilities or to a third-party's facilities designated by MTCO to the extent technically feasible. Direct access to loops and subloops that terminate in a VERIZON premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements. Removal of existing cable pairs required for MTCO to connect service is the responsibility of MTCO.
- 3.3.2 Subloops. To gain access to a Feeder Subloop UNE, MTCO must be collocated (subject to the terms and conditions of the Collocation Attachment and/or applicable VERIZON tariff) within the VERIZON Central Office Switch where the Feeder Subloop UNE is being requested. MTCO must also be collocated at either a DLC or VERIZON cross-connect box where the Feeder Subloop UNE terminates.
- 3.3.2.1 To gain access to a distribution Subloop UNE, MTCO must be collocated at either a DLC or cross-connect box that serves the Customer's address.
- 3.3.2.2 To gain access to a Drop Subloop UNE, MTCO must be collocated at the terminal, such as a pole or pedestal, that serves the Customer's address.

3.4 Line Conditioning.

- 3.4.1 General For the charge(s) described on Appendix A and Appendix A-1, MTCO may order conditioning of shared lines and those lines that are unbundled pursuant to this Attachment to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters. Dedicated transport may be conditioned for DS-1 clear channel capability.

² See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

- 3.4.2 Line Sharing. On shared lines, VERIZON will perform loop conditioning if the loop loss for Voice Services is less than -8.0dB. Conditioning will not be provided in circumstances where such conditioning significantly degrades other advanced services or traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.

3.5 Performance, Repair, Testing and Maintenance.

- 3.5.1 General. Upon MTCO's request, and for the charge(s) described on Appendix A and Appendix A-1, VERIZON will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

- 3.5.1.1 Such testing must be technically feasible.
- 3.5.1.2 If MTCO has directly connected its facilities to a loop, VERIZON will not perform routine testing of the loop for maintenance purposes. MTCO will be required to perform its own testing and notify VERIZON of service problems. VERIZON will perform repair and maintenance once trouble is identified by MTCO. If the loop is combined with dedicated transport, MTCO will not have access to the loop in the Wire Center. In this case, VERIZON will perform routine testing of the loop and perform repair and maintenance once trouble is identified.
- 3.5.1.3 All loop facilities provided by VERIZON on the premises of MTCO's Customers, up to the network interface or demarcation point, are the property of VERIZON. VERIZON must have access to all such facilities for network management purposes. VERIZON employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.
- 3.5.1.4 If MTCO leases loops that are conditioned to transmit digital signals, as part of that conditioning, VERIZON will test the loop UNE and provide recorded test results to MTCO. In maintenance and repair cases, if loop tests are performed, VERIZON will provide any recorded readings to MTCO at the time the trouble ticket is closed in the same manner as VERIZON provides the same to itself and/or its Customers
- 3.5.1.5 When MTCO provides its own loop and connects directly to VERIZON's NID, VERIZON does not have the capability to perform routine maintenance. MTCO can perform routine maintenance via its loop and inform VERIZON once the trouble has been isolated to the VERIZON NID and VERIZON will repair (or replace) the NID, or, at MTCO's option, effect a NID-to-NID cross connection, using the VERIZON NID only to gain access to the inside wire at the Customer location.

3.6 Line Sharing

- 3.6.1 Access. VERIZON will provide MTCO with nondiscriminatory access to the loop facility for testing, repair and maintenance activities via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.wise>) 4-Tel loop testing mechanism. MTCO shall have remote test access to the test head twenty-four (24) hours a day, seven (7) days a week. VERIZON is responsible for all testing of facilities and equipment terminated to its MDF and MTCO is responsible for all testing of facilities located within its collocation space. VERIZON reserves the right to seek access to MTCO's collocation space to conduct reasonably necessary testing, repairs and maintenance when MTCO owns the splitter, as provided in Option No. 1 of Section 2.16 above.. For line sharing testing purposes (i.e., high frequency spectrum only), MTCO's point of demarcation will be within MTCO's collocation space.
- 3.6.2 Party Responsibility. VERIZON will be responsible for repairing Voice Service and the physical line between the network interface device at the Customer premise and MTCO's demarcation point in the Central Office Switch. MTCO will be responsible for repairing its DSL services and any Customer-related DSL component at the Customer premise that impacts VERIZON's Voice Service. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by MTCO, VERIZON shall conduct any necessary repair work for line sharing on a twenty-four (24) hour a day, seven (7) days a week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. VERIZON is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and MTCO is responsible for all repair and maintenance of facilities located within its collocation space. Where VERIZON has control of the splitter via Option No. 2 of Section 2.16 and does not provide MTCO access to the splitter, VERIZON shall conduct any necessary repair work on the splitter on a twenty-four (24) hour a day, seven (7) day a week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. Where MTCO owns the splitter via Option No.1 of Section 2.16, MTCO is responsible for performing maintenance, repair and testing on the splitter.
- 3.6.3 Party Coordination. VERIZON and MTCO agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. VERIZON and MTCO will work together to diagnose and resolve any troubles reported by the Customer and to develop a permanent process for repair of shared lines. In the interim, VERIZON and MTCO will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer. Where VERIZON has isolated a trouble with the Voice Service to be in MTCO provided equipment, MTCO will be required to clear the trouble associated with the VERIZON Voice Services. Where such troubles are not cleared within three (3) hours, VERIZON will strap-through the Voice Service on the VERIZON MDF, isolating MTCO equipment from the VERIZON loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. MTCO is responsible for informing VERIZON of any lifeline data services (e.g., heart monitor) which may be being provided over the high frequency portion of the loop that would preclude any such strap-through activity by VERIZON.

- 3.6.4 Electronic Security Systems. Where MTCO provides DSL service to a Customer via a line sharing arrangement, the Parties acknowledge that the high frequencies associated with DSL can cause interference with some electronic security systems, resulting in false alarms, or in some instances, impair the system to the point that it becomes inoperative³. When MTCO provides line sharing services to a Customer, MTCO shall be required to inquire and to determine whether the Customer has an electronic security system. For Customers with electronic systems, MTCO is responsible for taking the necessary preventive actions to ensure that the Customer's electronic security system remains operative and the high frequencies associated with line sharing services do not interfere with its operation. MTCO shall be liable for all damages, costs, expenses, etc., which arise in conjunction with, are caused by or result from MTCO's line sharing services' interference with, or impairment of, the Customers' electronic security systems.
- 3.6.5 Customer Education. VERIZON and MTCO shall make Customers aware of the following conditions and requirements regarding the Line Sharing UNE:
- 3.6.5.1 The Customer should call VERIZON for problems related to its Voice Service. The Customer should call its MTCO contact for problems related to its DSL service.
 - 3.6.5.2 The Customer's DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the Customer may also be unable to use DSL services for some period of time.
 - 3.6.5.3 Customers will not be able to use MTCO DSL services if VERIZON Voice Services on the shared line are cancelled or terminated for any reason.

3.7 Subloops.

MTCO is responsible for all engineering requirements when provisioning service to an end user via Subloop UNEs. VERIZON does not guarantee, nor is it responsible for, the end-to-end performance of the entire loop when VERIZON provides only a portion of the loop. Furthermore, VERIZON is responsible for maintenance on only the portion of the loop element that VERIZON provides. VERIZON will provide all Subloop UNEs to MTCO in the same manner as VERIZON provides such elements to itself per existing VERIZON interface specifications, maintenance and administrative policies.

³ To mitigate these issues, for its DSL Customers with electronic security systems, VERIZON generally takes the following preventive actions: (1) where the electronic security system interfaces the inside wiring of the Customer premise via an RJ11 jack, VERIZON places a micro-filter between the electronic security system dial-up unit and the inside wiring; and (2) where the electronic security system is "hard-wired" to the inside wiring at the Customer premise, VERIZON places a splitter to isolate the high frequency data signals from the electronic security system's dial-up unit. Nothing in this Section 4.9.4 shall be read to constitute a warranty or representation that MTCO's replication of VERIZON's practices/procedures outlined herein will be sufficient to avoid interference with electronic security systems in all cases or in any way absolve MTCO of its duties and obligations set forth in this section 4.9.4, or elsewhere in the Agreement.

3.8 Loop Interference.

If MTCO's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by VERIZON or other CLECs in the same cable sheath, VERIZON will so notify MTCO and MTCO will immediately remove such interfering technology and shall reimburse VERIZON for all costs and expenses incurred related to this interference.

4. Financial Matters.

4.1 Rates and Charges.

The monthly recurring charges (MRCs), non-recurring charges (NRCs), applicable for the UNEs and related services made available under this Attachment are set forth in Appendix A and Appendix A-1 attached hereto and made a part of this Attachment.

4.1.1 Interim Pricing. Notwithstanding anything in this Agreement to the contrary, the rates and charges set forth in Appendix A and Appendix A-1 are interim pending the outcome of the Commission's rate proceeding. Accordingly, it is VERIZON's position that the interim pricing does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, loop conditioning costs, etc.). VERIZON will present these alleged costs and seek recovery for them (including a retroactive true-up) in the Commission's line sharing pricing proceeding. To the extent that the Commission's rates for the services set forth in this Attachment, or the terms and conditions for application of the rates are different than specified in this Section (the "Initial Order"), the rates will be applied prospectively pending the issuance of a final, binding and non-appealable order (the "Final Order"). Upon the issuance of such the Final Order, the Commission approved rates will be applied retroactively to the effective date of this Agreement, or the effective date of the Initial Order if required under the terms, or based on the subject matter, of the Final Order. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which the Commission approved rate order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, NA in effect at the date of said order. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

4.1.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain rates, charges or terms established by the Commission or in any other proceeding (including, without limitation, the Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) VERIZON's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar

VERIZON costs (including VERIZON's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 5.1.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledge that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

- 4.1.3 Loop Costs. In developing its interim prices set forth in Section 5.1.1, VERIZON did not include any direct loop costs. VERIZON's pricing methodology, however, is premised on the assumption that VERIZON will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If VERIZON cannot recover all its costs, then VERIZON's pricing methodology must change and VERIZON reserves the right to require such a change. Also, VERIZON does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and VERIZON reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.

4.2 Billing.

VERIZON will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes subloops, loops, and line sharing. State or sub-state level billing will include up to thirty (30) summary bill accounts. VERIZON will utilize CABS to produce the required bills for UNEs ordered via the ASR process. This includes dark fiber.

5. Intellectual Property Matters.

The Parties acknowledge that the determination of whether intellectual property rights are implicated by MTCO's request to purchase a given UNE can vary greatly depending upon the individual contract terms negotiated by the vendor and VERIZON. If co-extensive intellectual property rights are required for MTCO to purchase such UNE, VERIZON shall use its best efforts to assist MTCO in acquiring such rights. Any costs associated with acquiring such rights shall be allocated among MTCO and all requesting carriers, including VERIZON, on a case-by-case basis. MTCO shall abide by all reasonable vendor requirements in connection with the determination and procurement of such rights, including, without limitation, confidentiality and privacy of contract requirements. To

the extent that MTCO intends to use an UNE in a manner that is different from how VERIZON uses UNEs in its network, MTCO shall be solely responsible for obtaining this right from the vendor.

**APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS (MONTHLY RECURRING CHARGES)**

General. The rates contained in this Appendix A are the rates as defined in the UNE Attachment and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine VERIZON's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered VERIZON costs (including VERIZON's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. VERIZON will offer unbundled loops and ports under the following conditions:

Interim Universal Service Support Charge. VERIZON assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in VERIZON's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of VERIZON services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that VERIZON will offer the port and loop UNEs at the rates set forth below in Appendix A without the interim surcharge, but subject to the following terms and conditions:

- A. MTCO agrees that within thirty (30) days after the effective date of a Commission or court order affirming VERIZON's interim surcharge, MTCO will (i) begin paying the monthly interim surcharge in accord with Appendix A, and (ii) make a lump sum payment to VERIZON of the total interim surcharges retroactive to the effective date of this Agreement.
- B. Notwithstanding any provision in this Agreement, VERIZON may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring MTCO to pay VERIZON's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair VERIZON from seeking injunctive relief or any other remedy at any time and in any court regarding VERIZON's interim surcharge or the Commission's rejection or modification of VERIZON's interim surcharge.

Subloop

2-Wire Feeder	\$	14.98
2-Wire Distribution	\$	27.82
4-Wire Feeder	\$	28.22
4-Wire Distribution	\$	52.42
2-Wire Drop	\$	5.56
4-Wire Drop	\$	10.48
Inside Wire		BFR

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops		
Dark Fiber Loop	\$	67.13
Dark Fiber Subloop - Feeder	\$	53.17
Dark Fiber Subloop - Distribution	\$	13.96

Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT -Facility	\$	24.80
Dark Fiber IDT -Termination	\$	6.34

Universal Service Support Surcharge

Per Loop	\$9.75
Per Port	\$9.75

**APPENDIX A-1 TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS (NON-RECURRING CHARGES)**

	Ordering	Ordering	Provisioning	
LOCAL WHOLESALE SERVICES	100% Manual	Semi- Mech.	Initial Unit	Add'l Unit
SUBLOOP				
Exchange - Basic - Initial	TBD	TBD	TBD	TBD
Exchange - Complex Digital - Initial	TBD	TBD	TBD	TBD
Inside Wire	BFR	BFR	BFR	BFR
DARK FIBER				
Service Inquiry Charge	TBD	TBD	TBD	TBD
Initial Service Order	TBD	TBD	TBD	TBD
Connection Charge	TBD	TBD	TBD	TBD
LOOP CONDITIONING (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	\$ 318.71	\$ 34.81
Loop Conditioning - Load Coils	N/A	N/A	\$ 249.91	\$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$ 568.62	\$ 34.81
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	\$ 108.80	\$ 108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$ 166.32	\$ 166.32	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.21
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.50

OSS	TBD	TBD	TBD	TBD
-----	-----	-----	-----	-----

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that MTCO orders any service from this Agreement.

Customer Record Search applies when MTCO requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests VERIZON to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if MTCO requests service prior to the standard due date intervals and the expedite request can be met by VERIZON.

Coordinated Conversion applies if MTCO requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if MTCO requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

